

This Instrument prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs Sax Caplan
6111 Broken Sound Parkway NW, Suite 200
Boca Raton, FL 33487
(561) 994-4499

**CORRECTIVE CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.
AND CERTIFICATE OF FILING AFFIDAVIT OF SCRIVENER'S ERROR TO THE AMENDED
AND RESTATED BYLAWS FOR MARSH LANDING HOMEOWNERS'
ASSOCIATION, INC.**

I HEREBY CERTIFY that the amendment attached hereto as Exhibit "A" to this certificate was duly adopted as an amendment to the Amended and Restated Declaration of Restrictions and Protective Covenants for Marsh Landing Homeowners' Association, Inc. and the Amended and Restated Bylaws of Marsh Landing Homeowners' Association, Inc. I hereby certify that the Amended and Restated documents attached hereto as Exhibit "A" to this Certificate were duly adopted as the Amended and Restated Declaration of Restrictions and Protective Covenants for Marsh Landing Homeowners' Association, Inc. and the Amended and Restated Bylaws of Marsh Landing Homeowners' Association, Inc. These amendments, inadvertently, due to a scrivener's error, were not properly recorded in that they contain language that was not duly approved by the members of the Association. Further, attached as Exhibit "B" is an Affidavit of Scrivener's Error in support thereof.

The original Declaration of Restrictions and Protective Covenants for Marsh Landing Homeowners' Association, Inc. is recorded in Official Record Book 756, Page 0489, in the Public Records of St. Lucie County, Florida. The original Bylaws of Marsh Landing Homeowners' Association, Inc. is recorded in Official Record Book 796, Page 442 in the Public Records of St. Lucie County, Florida, and amended at Official Records Book 1286, Page 2956, in the Public Records of St. Lucie County, Florida.

DATED this 17 day of March, 2017.

WITNESSES:



Signature

Jennifer Cash

Print Name

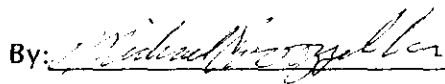



Signature

Gail Logan

Print Name

**MARSH LANDING HOMEOWNERS
ASSOCIATION, INC.**

By: 
_____, President

By: 
_____, Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of March, 2017, by Mike Carozzella, as President, and Steve Bernhill, as Secretary of Marsh Landing Homeowners' Association, Inc., who are Personally Known [] or Produced Identification [].

Type of Identification Produced: _____

Caroline M. Knudsen
NOTARY PUBLIC, State of Florida
at Large

(SEAL)



CAROLINE M. KNUDSEN
MY COMMISSION # FF 236634
EXPIRES: June 24, 2019
Bonded Thru Budget Notary Services

**AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND
PROTECTIVE COVENANTS FOR
MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.**

THIS AMENDED AND RESTATED DECLARATION is made this _____ day of __, 20_____, by MARSH LANDING HOMEOWNERS ASSOCIATION, INC. who declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

**ARTICLE I
DEFINITIONS**

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) **"Association"** shall mean and refer to MARSH LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, not-for-profit. The Association shall, at all times, be governed by the applicable provisions of Florida law, including, but not limited to, Chapters 617 and 720, Fla. Stat., as same may be amended from time to time.

(b) **"The Properties"** shall mean and refer to all such properties, and additions thereto (which additional properties may or may not be contiguous to the real property described in Article II herein), as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) **"Common Area"** shall mean and refer to the real property legally described in Exhibit "A" attached hereto and incorporated herein by reference, together with any improvements on such tracts including without limitation all structures, recreational facilities, off street parking areas, private streets, sidewalks, street lights, and entrance features, but excluding any public utility installations thereon.

(d) **"Lot"** shall mean and refer to any Lot in The Properties and any Lot shown upon any re-subdivision of any Plat of The Properties or any portion thereof.

(e) **"Owner "or "Member"** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot.

ARTICLE II

PROPERTY SUBJECT TO THE DECLARATION: ADDITIONS THERETO.

Section 1. Legal Description

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Lucie County, Florida and is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Exhibit A is amended in that Lot 5 is redefined as less that part MPDAF: Beg SW Cor of Lot 5 Run N 29 Deg 05 Min 16 Sec W alg Wly Li of Lot 5 168.28 Ft to NW Cor of Lot 5 Th N 36 Deg 13 Min 23 Sec Alg N Lit of Lot 5 32.33 Ft Th S 19 Deg 54 Min 31 Sec E 184.14 Ft to POB (Map 32.21N).

In addition, Lot 5 is hereby reclassified as a Green Area. The usage or conveyance cannot be changed or terminated without the vote and written consent of at least seventy-five (75%) of the Association members.

Association may from time to time bring other land (which may or may not be contiguous to the real property described in this Section I) under the provisions hereof by recorded supplemental declarations.

ARTICLE III

Section 1. Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot in The Properties shall be a member of the Association. Notwithstanding anything else to the contrary set forth in this Section 1, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of said Association.

Section 2. Voting Rights

Members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 1. When more than one (1) person holds such interest or interests in any Lot, all such person shall be members, and the vote for such Lot shall be exercised by one such member as specified in the Articles of Incorporation of the Association, but in no event shall more than one (1) vote be cast with respect to any such Lot.

Section 3. Merger or Consolidation

Upon a merger or consolidation of any association referred to herein with any other association, The Properties, rights and obligations of such Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, The Properties, rights and obligations of another association may, by operation of law, be added to The Properties, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within The Properties together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within The Properties.

Section 4. Termination of the Association

In the event the Association is terminated or shall no longer continue to exist for any reason whatsoever, the PGA Village Property Owners Association, Inc. will maintain all Common Areas and is hereby authorized to assess all Owners for the costs of such maintenance. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein and the inability of the Reserve Master Association, Inc., to assume responsibility for the maintenance of the Common Areas, any Owner may petition the Circuit court of the Nineteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property, and Common Areas.

Section 5. Common Areas

A. Development of Additional Property. Association may, at any time and from time to time, subject Additional Property to this Declaration without the joinder or consent of any party other than the owners of the property to be subjected. Association shall subject Additional Property to this Declaration by executing an amendment to this Declaration which shall be filed in the Public Records of St. Lucie County, Florida, together with a legal description of the Additional Property added by such amendment. If Additional Property is added to the Property, then from or after the addition to the Property of the Additional Property by such amendment to this Declaration, the number of votes in the Association shall be increased as more fully set forth in this Declaration. In no event shall Association be obligated to submit any Additional Property to the provisions of this Declaration.

B. Maintenance. Commencing with the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. The Association shall at all times maintain in good repair, and shall replace as often as necessary, any and all improvements situated on the common Areas including, but not limited to, all recreational facilities, landscaping, paving drainage structures, street lighting fixtures and appurtenances, sidewalks, television and radio antennae and cable for common use, and other structures, except public utilities, all such work to be done as ordered by the Board of Directors of the Association acting on a majority vote of the Board members. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through assessments imposed in accordance with Article V hereof. Such assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or by failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a special assessment against such Member. No owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his/her right to use the Common Areas.

C. *Street Lighting.* The Association shall have the obligation for maintenance of any street lighting facilities from the date of recording this Declaration or from the date of installation of the street lighting, whichever occurs first.

SECTION 6. Lot Maintenance

A. *Lawn and Exterior Maintenance.* The Association shall provide maintenance of all lawn areas located within The Properties. The Owner shall maintain his/her property as follows: paint, repair, replace and care for exterior building surface, windows, screening, roof eaves, the roof, gutters, garage doors, front residence door, swimming pool, and pool deck. However, the Association reserves the right to maintain such areas if, in its sole discretion, the Association deems it desirable. The obligations of the Association as described herein shall extend only to the landscaping and those buildings as were originally installed by the Developer. If requested by an Owner, the Association may, at its option, provide exterior maintenance on Owner-installed improvements, sprinkler system, shrubs, swimming pools and pool decks, etc., and levy upon the Owner on whose Lot such work is performed a special assessment equal to the cost of such additional work. If the Owner fails to maintain the area located within his/her Lot, the Association may, at its option, provide such maintenance service and the Owner shall be responsible for the expense of such maintenance, and all such expenses of any such maintenance required to be performed by the Association pursuant to this Section shall be charged to the Owner as an individual assessment with full collection rights, including, but not limited to, the authority to file a claim of lien for the collection thereof, in accordance with Article IV of this Declaration

SECTION 7. Architectural Control Committee

The Architectural Control Committee shall be a standing committee of the Association. The Architectural Control Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. A majority of the Committee may take any action the Committee is empowered to take and may designate a representative to act for the Committee and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Committee, the Marsh Landing Board of Directors shall designate a successor. The members of the Committee shall not be entitled to any compensation for services performed pursuant to this Section. The members of the Architectural Control Committee shall be appointed by the Board of directors of the Association.

SECTION 8. Powers

The Association through the action of its Board of Directors, shall have the power, but not the obligation, to acquire, by purchase, lease or otherwise, one or more Lots for occupancy by its employees or independent contractors, and to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management service. The Association shall have all other powers as provided in its Articles of Incorporation.

ARTICLE IV

ASSOCIATION – COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation for the Assessments

Each owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual assessments for general expenses as provided in Article III hereof, and special assessments as provided in Section 4 hereof. Such assessments are to be fixed, established and collected from time to time as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Except as otherwise provided, all assessments shall be equally assessed against all Lots within The Properties.

SECTION 2. Purpose of Assessments

The annual assessments levied by the Association shall be used exclusively for the general expense of the Association. General expenses are any and all charges for the maintenance of the Common area and exterior maintenance (except that specifically requested by an Owner) as provided in Article III, and to promote the health, safety, welfare, and recreational opportunities of the Members of the Association and their families residing with them, and their guests and tenants, including but not limited to: (1) expenses of administration, maintenance, repair or replacement of the Common Areas; (2) reasonable reserves deemed necessary by the Board of Directors for repair, maintenance of the Common Areas and exterior maintenance (except that specifically replacement or addition to the Common Area; and expenses agreed upon as General Expenses by the Association.

By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met.

SECTION 3. Date of Commencement of Annual Assessments; Due Dates.

The Board of Directors shall fix the date of the commencement and amount of the assessment against each Lot at least thirty (30) days in advance of the commencement period. The annual assessments shall be payable in advance in monthly installments, or as otherwise determined by the Board of Directors of the Association. In the event that a budget is not adopted by the Board of Directors or in the event that the budget is deemed to be invalid for any reason, the prior year's budget will apply and assessments as apportioned in the prior year's budget will be due and owing by the members.

The amount of the annual assessment may be changed, at any time, by said Board from the originally adopted or that which is adopted in the future. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such

calendar year.

SECTION 4. Special Assessments

A special assessment may be levied against one or more Lots for the following:

- a. Special services to a specific Lot or Lots which services are requested by the Owners(s) thereof pursuant to Section 6 of Article III.
- b. Charges for expenses of the Association which are not General Expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.
- c. Reimbursement for damages caused by a Lot Owner or Owners, their families, guests, invitees or tenants.
- d. Capital improvements relating to the Common Area.
- e. Late charges, interest, user fees, fines, penalties and legal fees, as allowable by Florida law.
- f. Any other charge which is not a General Expense.
- g. Any other General Expense that has not been budgeted for, or any shortfall in budgeted funds.

The Board of Directors shall fix the amount and due date of any special assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such assessment. Provided, however, that any resolution of special assessments for capital improvements shall not be effective until approved by two-thirds vote of the members voting, in person or by proxy, at a meeting called for such purpose.

SECTION 5. Trust Funds.

The portion of all annual assessments collected by the Association as reserves for future expenses, and the entire amount of all special assessments collected for capital improvements shall be held by the Association in trust for the owners of all Lots, as their interests may appear.

SECTION 6. Roster; Notice; Certificate.

A roster of the Lots and assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for an assessment, a certificate, in writing, signed by an officer of the Association, setting forth whether such assessment has been paid as to the Lot by the Owner making requester therefore. Such certificate shall be conclusive evidence of payment of any assessment to the Association therein stated to have been paid. The Association or its agent or attorney may charge a fee consistent with Florida law for the issuance of such certificate.

SECTION 7. Collection of Assessment; Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Association.

If the assessments are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest and late fees thereon and the cost of collection thereof as herein after provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid assessments with respect to such Lot. In addition, any trustee or institution or other entity who acquires title to a Lot upon the death of an Owner or by operation of law shall also be liable for any unpaid assessments with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid assessments made prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts by the Grantee therefore.

If the assessment is not paid within fifteen (15) days after the due date, the Association may impose a late charge of Twenty Five (\$25.00) Dollars, or five (5%) percent of the delinquent installment, whichever is greater, and the assessment shall bear interest from the date when due at the rate of eighteen percent (18%) per annum, or the highest amount otherwise allowable by Florida law as amended from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot on which the assessment is unpaid, or may foreclose the lien against the Lot on which the assessment is unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, late fees, interest, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include administrative costs of the Association of pursuing the collection of the assessment, interest and late fees on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the assessments hereunder.

SECTION 8. Subordination of the Lien to Mortgages.

The lien of the assessment provided for in this Article IV shall be subordinate to the lien of any institutional first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. The Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, and any similar institutions created in the future shall be deemed institutional lenders, regardless of where any mortgage held by any of them originated. A mortgage in possession, a receiver, or a mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure.

Notwithstanding any term herein to the contrary, for all mortgages encumbering a Lot or Tract and recorded in the Public Records after the effective date of this amendment, and, to the extent allowable under Florida law, for all mortgages encumbering a Lot or Tract and recorded in the Public Records on or before the effective date of this amendment, the provisions of Section 720.3085, Fla. Stat., as now exist or may hereafter be amended, shall apply to the mortgagee's obligation for the payment of assessments or other charges accruing prior to the date the mortgagee obtains title to the Lot or Tract. In addition, and notwithstanding the foregoing, any other purchaser or other person who otherwise acquires title at a foreclosure sale shall be governed at all times by the provisions of Chapter 720, Fla. Stat., as may now exist or may hereafter be amended from time to time. A Parcel Owner is jointly and severally liable with the previous Parcel Owner for all unpaid assessments that came due up to the time of transfer of title, including but not limited to foreclosure and/or deed in lieu of foreclosure except as provided under law pursuant to Section 720.3085, Fla. Stat., as same may be amended from time to time. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section 8, shall be deemed to be an assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

SECTION 9. Exempt Property.

The Board of Directors shall have the right to exempt property subject to this Declaration from the assessments, charges and liens created herein if such property is used (and as long as it is used) for any of the following purposes:

- (a) Any easement or other interest therein dedicated and accepted by a public authority and devoted to public use or to the Reserve Master Association, Inc.
- (b) All Common Areas as defined in Article I hereof.
- (c) All properties exempt from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land devoted to dwelling use shall be exempt from said assessments, charges or liens.

SECTION 10. Member Approval of Certain Association Actions

In accordance with Section 720.303, Fla. Stat., as amended from time to time, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of One Hundred Thousand (\$100,000.00) Dollars, the Association must obtain the affirmative approval of a majority of the voting interests at a meeting of the membership at which a quorum has been attained.

ARTICLE V. EASEMENTS

SECTION 1. Members' Easements

Each member of the Association and each tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, streets, and common access ways from time to time laid out on the Common Areas, for use in common with all such Members, their tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways, streets, lakes and/or common access ways shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with any restrictions on the various Plats of The Properties from time to time recorded.

(b) The right of the Association to suspend the voting rights and right to use the Common Areas and facilities by an Owner for any period during which any assessment or other monetary obligation, charge, fee or fine against his/her Lot remains unpaid; and for a period not to exceed ninety (90) days for any infraction of the Association's governing documents, including this Declaration, Articles of Incorporation, Bylaws, or its lawfully adopted and published rules and regulations, as same may be amended from time to time. The Marsh Landing Homeowners' Association has the right to suspend the voting rights and the rights of a member or a member's tenants, guests, or invitees to use common areas and facilities, if a member is delinquent for more than (90) ninety days in paying a monetary obligation due to the association. Such suspensions shall be in accordance with Section 720.305, Fla. Stat., as same may be amended from time to time.

The Marsh Landing Homeowners' Association's right to suspend voting rights or the right to suspend the use of common areas and facilities shall exist until the monetary obligation has been paid in full.

(c) The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, and governing the use of the Lots. The right of an Owner to use and enjoyment of the Common Areas and facilities thereon shall extend to the members of his/her immediate family who reside with him/her, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations, as well as pursuant to any restrictions contained in this Declaration

SECTION 2. Easements Appurtenant

The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

SECTION 3. Utility Easements

Public utilities may be installed underground in the Common Areas when necessary for the service of The Properties or additional lands for which the Association holds an option to purchase, but all use of utility easements shall be in accordance with the applicable provisions of this Declaration.

SECTION 4. Public Easements

Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

SECTION 5. Easement for Unintentional and Non-Negligent Encroachments

If any building, equipment or mechanical devices, or improvement, including but not limited to air conditioner equipment and walkways, shall unintentionally or non-negligently encroach upon any portion of a Lot, the common Areas or upon an easement by reason of original construction or by the non-purposeful or non-negligent act of the Association or any other Owner of such building or improvement, then an easement for such encroachment shall exist so long as the encroachment exists.

SECTION 6. Additional Easement

The Association shall have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any position of The Properties and to grant access easements and to relocate any existing access easements in any portion of The Properties as the Association shall deem necessary or desirable, for the proper operation and maintenance of The Properties, or any portion thereof, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling.

SECTION 7. Association Easement.

For the purpose solely of performing the exterior maintenance authorized by Section 6, of Article III, the Association, through its duly authorized agents, employees or independent contractors shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day except Sunday. In the event of an emergency, such right of entry

shall exist without notice and on any day, including Sunday.

Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots and through improvements constructed upon the Lots, as may be reasonably necessary to effect and perform the exterior maintenance aforementioned. In addition, the Owner of the adjoining property (not within The Properties) may grant the Association, its duly authorized agents, employees or independent contractors, such easements for ingress and egress across its properties to affect and perform the exterior maintenance aforementioned. In such event, the Association shall indemnify the adjoining property Owner for any damage or injury to the exterior maintenance. In the event an Owner is on vacation and/or will not be present to permit entry onto his/her Lot for the exterior maintenance aforementioned, said Owner shall deposit his gate key with the Association to permit entry thereon.

SECTION 8. Construction. Maintenance and Repair Easement.

The Association reserves an easement for ingress and egress for construction, maintenance and repair purposes over all Lots and The Properties; provided, however, that the Association shall repair any damage to such Lots and The Properties caused by its use of this Easement.

ARTICLE VI GENERAL RESTRICTIVE COVENANTS

SECTION 1. Applicability.

The provisions of this Article VI shall be applicable to all Lots situated within The Properties.

SECTION 2. Land Use.

No Lot shall be used except for residential purposes.

SECTION 3. Change in Buildings.

No Owners shall make or permit any structural modification or alteration of any building, without the prior written approval of the Architectural Control Committee or its successor, and such consent may be withheld if, in the sole discretion of the party denying the same, it appears that such structural modification or alternation would adversely affect or in any manner endanger other dwellings or Lots. No dwelling shall be demolished re removed without the prior written consent of the Board of Directors of the Association. In the event any dwelling is demolished or removed, if replaced, said dwelling shall be replaced with a dwelling of similar size and type.

SECTION 4. Building Location.

Building shall be one story, single family dwellings and shall be located in conformance with

the Zoning Code of the County of St. Lucie, State of Florida, and any specific zoning approvals there under or as originally constructed on a Lot by Developer or its successor or assignee. Wherever a variance or special exception as to building location or other item has been granted by the authority designated to do so under the Zoning Code, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

SECTION 5. Landscaping of Easements.

In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities and for ingress and egress are shown on the recorded Plats of The Properties. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with the vehicular traffic or prevent maintenance of utilities. Public utility companies servicing The Properties and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or Common Areas, under and through the utility easements as shown on the Plats and under and through such portions of the rear of each Lot beyond the buildings as such buildings may from time to time be located. Any damage caused to pavement, driveways, drainage structures, sidewalks, other structures, or landscaping in the installation and maintenance of such utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within the subdivisions, whether in streets, right-of-way or utility easements, shall be installed and maintained underground provided, however, that water and sewer treatment facilities and control panels for utilities may be installed and maintained above ground.

SECTION 6. Nuisances.

No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner.

SECTION 7. Temporary Structures.

No structure of a temporary character, or trailer, tent, mobile home or recreational vehicle shall be permitted on any Lot either temporarily or permanently. No gas tank, gas container, or gas cylinders (except gas tanks, gas container or gas cylinders as placed by the Association in connection with the installation of swimming pools and/or barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building and all gas tanks, gas containers and gas cylinders (except gas tanks, gas containers or gas cylinders as placed by the Association in connection with the installation of swimming pools and/or barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the Architectural Control Committee referred to in Section 12 hereof. Association shall have the right to install lines servicing gas tanks, containers or cylinders.

SECTION 8. Signs.

Except for one sign of not more than one square foot used to indicate the name of the resident, no sign of any kind shall be displayed to the public view on The Properties without the prior written consent of the Board of Directors of the Association.

This section does not prohibit any signs which are deemed to be authorized under the mandates of the Florida statutes.

SECTION 9. Oil and Mining Operations.

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in The Properties, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in The Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

SECTION 10. Pets, Livestock and Poultry.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs weighing less than twenty (20) pounds, cats, or other household pets may be kept, subject to the rules and regulations of the Association, provided that they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, or anywhere else within The Properties except in locations designated by the Association in its rules and regulations. An Owner shall immediately pick up and remove any solid waste deposited by his/her pet on the Property.

SECTION 11. Visibility at Intersections.

No obstruction to visibility at street intersections shall be permitted.

SECTION 12. Architectural Control.

No building, wall, fence, or other structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the locations of the structure and landscaping as may be required by the Architectural Control Committee and by PGA VILLAGE PROPERTY OWNERS ASSOCIATION, INC. Each building, wall, fence, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee seem sufficient. Any change in the exterior appearance of any building, wall, fence, or other structure or improvements, and any change in the appearance of the landscaping, or the planting of additional landscaping, shall be deemed an alteration requiring approval.

SECTION 13. Exterior Appearances and Landscaping.

The paint, coating, stain and other exterior finishing colors on all buildings shall be maintained as originally installed by Developer in accordance with the provisions of this Declaration. Any change in the painting, coating, stain and other exterior finishing colors on all buildings shall require the prior written approval of the Architectural Control Committee. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained in accordance with the Declaration, as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Architectural Control Committee.

SECTION 14. Commercial Trucks, Commercial Vehicles, Trailers, Campers and Boats.

No trucks or commercial vehicles, campers, mobile homes, boats, house trailers, boat trailers, or trailers shall be permitted to be parked or to be stored on any place on any Lot or The Properties, except only during the periods of approved construction on said Lot or The Properties, and except that they may be stored within garages. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services.

SECTION 15. Fences.

No fence, wall or other structure shall be erected in the front yard, back yard, or side yard except as originally installed by Developer or its assignee, and except any approved by the Architectural Control Committee as above provided.

SECTION 16. Garbage and Trash Disposal.

No garbage, refuse, trash or rubbish shall be deposited on any Lot except in a walled-in area. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All Lot Owners shall comply with recycling regulations when requested by the County, PGA VILLAGE PROPERTY OWNERS ASSOCIATION, INC., and MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.

SECTION 17. Drying Areas.

No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot.

SECTION 18. Open Space.

The portion(s) of any Plat of The Property which is considered required open space for a Planned Lot Development pursuant to the St. Lucie County Zoning Code, as same exists on the date of recordation of the Declaration may not be vacated in whole or in part unless the entire Plat is vacated.

SECTION 19. Leases. In order to assure a community of congenial residents and thus protect the value of the Lots, the leasing of Lots shall be subject to the provisions identified herein:

(a) No lease of any interest in a Lot shall commence without the Lot Owner having first obtained the written approval of such lease by the Association.

(b) Application Fees. The Association may charge an application fee in connection with the lease of any Lot in an amount to be determined by the Board of Directors.

(c) Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a Lot, the depositing with the Association of a security deposit in an amount to be determined from time to time by the Board of Directors.

(d) Lease Term. One single family rental contract per property during any calendar year for a period of not less than three (3) months or more than twelve (12) months. Any property in arrears for any dues, special assessments or liens will be ineligible for rental until arrears are made current.

SECTION 20. Sales. In order to assure a community of congenial residents and thus protect the value of the Lots, the sale and transfer of Lots shall be subject to the provisions identified herein:

a. The Lot Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to sell or transfer his/her Lot.

b. Application Fees. The Association may charge an application fee in connection with the sale or transfer of any Lot in an amount to be determined by the Board of Directors.

(c) No sale or transfers of Lot will be approved if, at the time of the application, the Lot Owner is delinquent in the payment of any financial obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Lot is in violation of any provision of this Declaration or the Rules and Regulations which remains uncured at the time an application is made hereunder.

ARTICLE VII

GENERAL PROVISIONS

SECTION 1. Duration

The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration and their respective legal representatives, heirs, successors and assigns, for a term consistent with Florida Law.

SECTION 2. Notices.

Any notices required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 3. Enforcement.

Enforcement of the covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by the Association, or the Owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. Severability.

Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 5. Amendment.

In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this agreement may be amended, changed, added to, derogated, or deleted at any time and from time to time by the Owners holding not less than two-thirds (2/3) vote of the membership in the Association.

SECTION 6. Effective Date.

This Declaration shall become effective upon its recordation in the Public Records of St. Lucie County, Florida.

EXECUTED as of the date first written above.

Signed, sealed and delivered in the presence of:

MARSH LANDING HOMEOWNERS' ASSOCIATION, INC.

Witness: _____

By: _____

Print Name: _____

Print Name: _____

Witness: _____

Its: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

BEFORE ME, the undersigned officer, authorized to take oaths and acknowledgments, personally appeared _____, and _____, who are personally known to me and who, having been first duly sworn, acknowledged before me that they are the President and Secretary, respectively, of Marsh Landing Homeowners' ASSOCIATION, INC. Association, Inc. a Florida non-profit corporation, and that they executed the same on behalf of the Association.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 20____.

NOTARY PUBLIC/STATE OF FLORIDA

(NOTARY SEAL)

Print Name: _____

My Commission Expires: _____